

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ORANGE COUNTY COASTKEEPER, a  
California non-profit corporation,

Plaintiff,

vs.

ALLOY DIE CASTING CO., a  
corporation,

Defendant.

Civil Case No. 8:22-cv-01072-FWS-JDE

**CONSENT DECREE**

**(Federal Water Pollution Control Act,  
33 U.S.C. § 1251 *et seq.*)**

**CONSENT DECREE**

The following consent decree (“Consent Decree”) is entered into by and between Plaintiff Orange County Coastkeeper (“Plaintiff” or “Coastkeeper”), and Alloy Die Casting Co. (“Defendant” or “ADC”). Plaintiff and Defendant are each an individual “Settling Party” and collectively the “Settling Parties.”

**WHEREAS**, Coastkeeper is a non-profit public benefit corporation;

**WHEREAS**, Coastkeeper is dedicated to the preservation, protection, and restoration of the environment, the wildlife and the natural resources of all waters of California, including the Santa Ana River and its tributaries;

**WHEREAS**, Defendant operates an aluminum die-casting manufacturing facility located at 6550 Caballero Blvd., Buena Park, California 90620 (the “Facility”);

**WHEREAS**, the Standard Industrial Classification (“SIC”) code applicable to the Facility is 3363 (Aluminum Die-Castings);

**WHEREAS**, Coastkeeper alleges that Defendant’s operations at the Facility result in discharges of pollutants into waters of the United States and are regulated by the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

**WHEREAS**, Coastkeeper alleges that discharges from the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board] Water Quality Order No. 92-12-DWQ, as amended by Order No. 97-03-DWQ, as amended by Order No. 2014-0057-DWQ, as amended by Order No. 2015-0122-DWQ, as subsequently amended by Order 2018-0028-DWQ (effective July 1, 2020) (collectively, as amended, and as may be subsequently amended from time to time, the “Storm Water Permit” or the “Permit”), issued pursuant to Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. (the “Clean Water Act” or the “CWA”);

**WHEREAS**, Coastkeeper alleges that the Permit requires all permittees, including Defendant, to comply with, *inter alia*, the following mandates: (1) develop and implement a storm water pollution prevention plan (“SWPPP”) and a storm water monitoring

1 implementation plan (“MIP”), (2) control pollutant discharges using, as applicable, best  
2 available technology economically achievable (“BAT”) or best conventional pollutant  
3 control technology (“BCT”) to prevent or reduce pollutants through the development and  
4 application of Best Management Practices (“BMPs”), which must be included and updated  
5 in the SWPPP, (3) when necessary, implement additional BMPs to reduce and eliminate  
6 discharges as necessary to comply with any and all applicable receiving water limitations  
7 and/or other requirements set forth in the Permit, including as of July 1, 2020, compliance  
8 with the Permit’s water-quality based numeric effluent limits (“NELs”), and (4)  
9 implement a monitoring and reporting program designed to assess compliance with the  
10 Permit;

11 **WHEREAS**, Coastkeeper alleges that on March 22, 2022, Coastkeeper sent a 60-  
12 day notice letter (the “Notice Letter”) to Defendant, Sanders Real Estate LLC, its  
13 registered agents, the Administrator of the United States Environmental Protection  
14 Agency (“EPA”), the Executive Director of the State Water Resources Control Board (the  
15 “State Water Board”), the Executive Officer of the Santa Ana Regional Water Quality  
16 Control Board (the “Regional Water Board”), and the Acting Regional Administrator of  
17 EPA Region IX, alleging violations of the Storm Water Permit and the Clean Water Act  
18 at the Facility;

19 **WHEREAS**, on May 27, 2022, Coastkeeper filed a complaint against Defendant  
20 (the “Complaint”) in the United States District Court, Central District of California (Civil  
21 Case No. 8:22-cv-01072-FWS-JDE) (hereinafter, the “Action”);

22 **WHEREAS**, Coastkeeper alleges Defendant is violating the substantive and  
23 procedural requirements of the Permit and the Clean Water Act;

24 **WHEREAS**, Defendant denies each of Coastkeeper’s claims in the Notice Letter  
25 and the Complaint;

26 **WHEREAS**, the Settling Parties agree it is in their mutual interest to enter into a  
27 Consent Decree in this Action setting forth terms and conditions appropriate to resolving  
28 the allegations set forth in the Notice Letter and the Complaint without further  
proceedings;

1       **WHEREAS**, the Settling Parties agree that all references hereinafter to Defendant's  
 2 future compliance with the Permit shall refer to the then-effective version of the Permit;

3       **WHEREAS**, capitalized terms used but not defined herein shall have the meanings  
 4 ascribed to them in the Permit; and

5       **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree shall  
 6 be made in compliance with all applicable Federal and State laws and local rules and  
 7 regulations.

8 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTLING**  
 9 **PARTIES AND ORDERED AND DECREED BY THE COURT AS FOLLOWS:**

10       1.       The Court has jurisdiction over the subject matter of this Action pursuant to  
 11 Section 505(a)(1)(A) of the Clean Water Act, 33 U.S.C. § 1365(a)(1)(A).

12       2.       Venue is appropriate in the Central District of California pursuant to Section  
 13 505(c)(1) of the Clean Water Act, 33 U.S.C. § 1365(c)(1), because the Facility is located  
 14 within the Central District of California.

15       3.       The Complaint states claims upon which relief may be granted pursuant to  
 16 Section 505 of the Clean Water Act, 33 U.S.C. § 1365.

17       4.       Coastkeeper has standing to bring this action.

18       5.       The Court shall retain jurisdiction over this matter for purposes of enforcing  
 19 the terms of this Consent Decree for the life of the Consent Decree, or as long thereafter  
 20 as is necessary for the Court to resolve any motion to enforce this Consent Decree.

21 **I.       AGENCY REVIEW AND TERM OF CONSENT DECREE**

22       6.       Plaintiff shall submit this Consent Decree to the United States Department of  
 23 Justice and EPA (collectively, the "Federal Agencies") within three (3) Court days of the  
 24 final signature of the Settling Parties for agency review consistent with 40 C.F.R. § 135.5.  
 25 The Federal Agencies' review period expires forty-five (45) days after receipt of this  
 26 Consent Decree by the Federal Agencies, as evidenced by certified return receipts, copies  
 27 of which shall be provided to Defendant upon request. In the event that the Federal  
 28 Agencies comment negatively on or object to entry of this Consent Decree, the Settling

1 Parties agree to meet and confer to attempt to resolve the issue(s) raised by the Federal  
2 Agencies within a reasonable amount of time, not to exceed thirty (30) days.

3 7. Following expiration of the Federal Agencies' 45-day review period,  
4 Coastkeeper shall submit the Consent Decree to the Court for entry.

5 8. The term "Effective Date" as used in this Consent Decree shall be the date of  
6 entry of this Consent Decree by the Court.

7 9. This Consent Decree shall terminate June 30, 2025, unless (i) an Action Plan  
8 (as hereinafter defined) is required per Paragraph 22 below, based on sampling results  
9 from the 2024-2025 reporting year<sup>1</sup>, in which case the Consent Decree will terminate one  
10 reporting year after the complete implementation of the measures described in the Action  
11 Plan, and/or (ii) if there is an ongoing, unresolved dispute regarding Defendant's  
12 compliance with this Consent Decree, in which case the Consent Decree will terminate  
13 within fifteen (15) days' notice by the Plaintiff that the dispute has been fully resolved  
14 (hereinafter, "Termination Date," as applicable). The length of time between the Effective  
15 Date and the Termination Date shall be the "Term."

16 10. Notwithstanding Paragraph 9 above, if ADC should cease operations at the  
17 Facility and file a Notice of Termination ("NOT") under the Storm Water Permit before  
18 the Termination Date, ADC shall send Coastkeeper a copy of the proposed NOT  
19 concurrent with the NOT's submittal to the Regional Board. ADC shall be released from  
20 all obligations under the Consent Decree, and the Consent Decree will terminate with  
21 respect to the Settling Defendant, upon the Regional Water Board's approval of the NOT;  
22 provided, however, that within ten (10) days of the Regional Water Board's approval of  
23 the NOT, ADC shall notify Coastkeeper in writing of the approval and promptly pay any  
24 remaining amounts then due hereunder as provided herein.

25 10.1. Notwithstanding Paragraph 10 above, this Consent Decree shall remain  
26 effective in connection with an assignment pursuant to Paragraph 50  
27 herein.  
28

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<sup>1</sup> A "reporting year" is July 1 to June 30.

## II. COMMITMENTS OF THE SETTLING PARTIES

### A. Storm Water Pollution Control Best Management Practices

11. In addition to maintaining the current BMPs at the Facility, ADC either has implemented or shall develop and implement the BMPs identified herein, as well as any other BMPs necessary to comply with the provisions of this Consent Decree and the Storm Water Permit. Specifically, ADC shall develop and implement BMPs to prevent and/or to reduce contamination in storm water discharged from the Facility consistent with the Permit.

#### 12. Structural BMPs

12.1. ADC shall install infrastructure that combines the stormwater flows from the current DP#1 and DP#2 storm water discharge locations into a single discharge location. This combined discharge shall be routed through a multi-stage storm water treatment system as described in Exhibit 1. The system shall be designed, at a minimum, to treat the maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity, as determined from local historical rainfall records, multiplied by a factor of two.

12.2. ADC shall install infrastructure that combines the storm water flows from the current DP#3 and DP#4 stormwater discharge locations, as well as the runoff from the downspouts from the Casting Room roof into a single discharge location. This combined discharge shall be routed through a multi-stage storm water treatment system as described in Exhibit 1. The system shall be designed, at a minimum, to treat the maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity, as determined from local historical rainfall records, multiplied by a factor of two.

12.3. Within thirty (30) days of the Effective Date, ADC will prepare and submit the documents necessary to obtain all legally required permits,

1 approvals, and authorizations necessary for the BMPs described in  
2 Paragraphs 12.1 and 12.2. ADC shall notify Coastkeeper within ten  
3 (10) days of receipt of all legally required permits, approvals and  
4 authorizations for installing and implementing the advanced treatment  
5 systems.

6 12.4. ADC will install and implement the BMPs described in Paragraphs 12.1  
7 and 12.2 as soon as practicable, subject to the availability of the  
8 necessary equipment and contractor availability, but no later than  
9 ninety (90) days, after receipt of all required permits, approvals and  
10 authorizations. To the extent any of the BMPs outlined in Paragraphs  
11 12.1 and 12.2 may proceed without any permits, approvals and  
12 authorizations described in the previous paragraphs, ADC will install  
13 such BMPs as soon as practicable, subject to the availability of the  
14 necessary equipment and contractor availability, but no later than  
15 ninety (90) days after the Effective Date.

16 12.5. To better contain materials inside the dock area and keep them out of  
17 storm water flows at the Facility, ADC shall install a metal angle (about  
18 3 inches by 10 feet) that will be designed to prevent any spills inside  
19 the dock area at Dock Area #4. ADC's water treatment system will be  
20 designed to capture and treat any spills in this area. ADC will  
21 implement the requirements in this Paragraph 12.5 within thirty (30)  
22 days of the Effective Date.

23 12.6. ADC shall fill the cracks in the pavement in the areas indicated on  
24 Exhibit 2 within thirty (30) days of the Effective Date.

25 13. Non-structural BMPs

26 13.1. ADC has purchased a PowerBoss Atlas Rider Sweeper with Four Stage  
27 Dust filtration. Within thirty (30) days of the Effective Date, ADC shall  
28 begin sweeping all paved areas of the Facility at least once a week and



1 within 24 hours before a forecasted rain event of more than .25 inches  
2 of rain in a 24 hour period.

3 13.2. ADC has cleaned up a spill in Dock Area No. 4 resulting from an  
4 accident caused by a die cast provided by an ADC customer. To ensure  
5 such accidents do not occur in the future, ADC maintains standard  
6 operating procedures to allow for ACD to inspect die cast prior to use  
7 and also to comply with customers' procedures for using customers'  
8 die casts.

9 14. Confirmation of Completion. ADC shall provide Coastkeeper with written  
10 documentation, including photographs, demonstrating that the required BMPs have been  
11 implemented in compliance with Paragraphs 12.1 through 12.6 above within fifteen (15)  
12 days of completion in each case. ADC shall diligently (i) file and pursue all required  
13 permit applications for any structural BMPs and (ii) procure contractors, labor, and  
14 materials needed to complete all BMPs by the required deadlines.

15 **B. Storm Water Sampling**

16 15. Sampling. The following storm water monitoring procedures shall be  
17 implemented at the Facility:

18 15.1. Frequency. During the Term of this Consent Decree, ADC shall collect  
19 samples from at least four (4) qualified storm events ("QSEs") as  
20 defined in and required by the Permit in each reporting year (i.e., two  
21 QSEs during the first half of the reporting year and two QSEs during  
22 the second half of the reporting year). QSEs, as defined in the Storm  
23 Water Permit, are precipitation events that produce a discharge from  
24 at least one (1) drainage area and are preceded by forty-eight (48) hours  
25 with no discharge from any drainage area. If a particular QSE does not  
26 produce sufficient run-off to cause a discharge from the Facility's  
27 outfall, ADC shall record the lack of discharge in the storm water  
28 sampling visual observation records required pursuant to Section XI



1 of the Permit. If, prior to March 1 of a reporting year, ADC has  
2 collected samples from two (2) or fewer QSEs, ADC shall, to the  
3 extent feasible, collect samples during as many QSEs as necessary for  
4 the remainder of the reporting year until a minimum of four (4) storm  
5 events have been sampled for the reporting year. No two (2) samples  
6 may be from the same storm event. The requirement to sample four (4)  
7 QSEs per reporting year shall not apply to the extent there are fewer  
8 than four (4) QSEs in any given reporting year, if ADC has otherwise  
9 complied with this Paragraph.

10 15.2. Documentation. To document the storm water discharge and discharge  
11 location, an employee shall take photographs of the storm water  
12 discharge and discharge location when samples are collected (the  
13 “Sampling Photographs”).

14 15.3. Parameters. Subject to the provisions of Section XI.C.7 of the Permit,  
15 all samples collected pursuant to this section shall be analyzed for the  
16 parameters listed in Table 1 herein.

17 15.4. Lab. Except for pH samples, a laboratory accredited by the State of  
18 California shall analyze all samples collected pursuant to this Consent  
19 Decree. Unless otherwise required by the Storm Water Permit, analysis  
20 of pH shall be completed onsite using a calibrated portable instrument  
21 for pH in accordance with the manufacturer’s instructions.

22 15.5. Detection Limits. ADC shall require that the laboratory use analytical  
23 methods adequate to detect the individual parameters at or below the  
24 values specified in Table 1 or the Storm Water Permit, whichever is  
25 lower.

26 15.6. Holding Time. All samples collected from the Facility shall be  
27 delivered to the laboratory and analyzed within the holding times  
28 required in 40 CFR Part 136.

1           15.7.     Results. ADC shall request that sample-analysis results and associated  
2                     chain of custody forms be reported to them within thirty (30) business  
3                     days of laboratory receipt of the sample.

4           15.8.     Reporting. ADC shall (i) submit sampling results to the State Water  
5                     Resources Control Board's Stormwater Multiple Application and  
6                     Report Tracking System ("SMARTS") in accordance with the Permit  
7                     and (ii) within twenty-four (24) hours of said submission, ADC shall  
8                     notify Coastkeeper when it submits sampling results to SMARTS.

9           **C.     Visual Observations**

10          16.     Storm Water Discharge Observations. During the Term of this Consent  
11     Decree, ADC shall conduct visual observations during every QSE discharge sampling  
12     event at each location where storm water is discharged from the Facility consistent with  
13     the Permit.

14          17.     Non-Storm Water Discharge Observations. During the Term of this Consent  
15     Decree, ADC shall conduct monthly non-storm water visual observations consistent with  
16     the Permit.

17          18.     Visual Observation Records. ADC shall maintain observation records to  
18     document compliance with Paragraphs 16 and 17 above, and shall provide Coastkeeper  
19     with copies of such records within ten (10) days of receipt of Coastkeeper's written  
20     request.

21          **D.     Employee Training**

22          19.     Within thirty (30) days of the Effective Date, ADC or its consultant (which  
23     for the purposes of this Paragraph 19 shall be collectively referred to as "ADC") shall  
24     develop and implement an employee training program that meets the following  
25     requirements and ensures (1) there is a sufficient number of employees at the Facility  
26     designated to achieve compliance with the Permit and this Consent Decree (the  
27     "Designated Employees"); (2) such Designated Employees are properly trained to perform  
28     the required activities to achieve compliance with the Storm Water Permit, the Facility

1 SWPPP, and this Consent Decree; and, (3) all ADC employees at the Facility receive  
2 basic information regarding storm water housekeeping and best practices (the “Training  
3 Program”). At a minimum, the Training Program shall include the following:

4 19.1. Non-Storm Water Discharges. All employees shall be trained on the  
5 Permit’s prohibition of non-storm water discharges so that employees  
6 know what non-storm water discharges are, that non-storm water  
7 discharges can result from improper surface washing or dust control  
8 methods, and how to detect and prevent non-storm water discharges.

9 19.2. SWPPP and BMPs. ADC shall train all Designated Employees on the  
10 SWPPP and, specifically, BMP implementation and/or maintenance,  
11 as applicable, to ensure BMPs are implemented effectively to prevent  
12 the exposure of pollutants to storm water, prevent the discharge of  
13 contaminated storm water, and ensure the proper treatment of storm  
14 water at the Facility. Designated Employees shall be trained on proper  
15 operational procedures and control measures as well as appropriate  
16 hazardous materials use and hazardous waste control and disposal  
17 procedures. All training must include the requirements of the Permit  
18 and this Consent Decree including the additional BMPs outlined in  
19 Paragraphs 12 and 13 above.

20 19.3. Visual Observation. ADC shall designate and train an adequate  
21 number of Designated Employees necessary to collect storm water  
22 samples from each discharge location at the Facility and conduct visual  
23 monitoring as required by this Consent Decree. The training shall  
24 include the proper sampling protocols, including chain of custody  
25 requirements, to ensure storm water samples are properly collected,  
26 stored, and submitted to a certified laboratory.

27 19.4. Storm Water Sampling. ADC shall designate an adequate number of  
28 Designated Employees necessary to collect storm water samples as

1 required by this Consent Decree and the Permit. The Training Program  
2 shall include training sufficient to ensure (i) proper sampling  
3 protocols, including chain of custody requirements, are followed at all  
4 times and (ii) storm water samples are properly collected, stored, and  
5 submitted to a certified laboratory.

6 19.5. Training Implementation. Training shall be provided by a Qualified  
7 Industrial Storm Water Practitioner (a “QISP,” as defined in Section  
8 IX.A of the Permit) familiar with the requirements of this Consent  
9 Decree and the Permit.

10 19.6. Language. The Training Program shall be conducted and all training  
11 materials shall be made available in the language in which the  
12 employee(s) participating in the Training Program are fluent. If  
13 necessary to accomplish the foregoing or where translation would  
14 otherwise contribute to (i) staff comprehension of the Training  
15 Program and/or (ii) compliance with this Consent Decree and the  
16 Permit, ADC shall provide translation services at all training sessions  
17 and of training materials.

18 19.7. Training Program Frequency. The Training Program shall be repeated  
19 annually or more frequently as necessary to ensure all relevant  
20 employees are familiar with the requirements of this Consent Decree  
21 and the Permit. All new Designated Employees shall receive this  
22 training within thirty (30) days of hiring or sooner if necessary to  
23 ensure training is received before assuming responsibilities for  
24 compliance with this Consent Decree or the Permit.

25 20. Training Records. ADC shall maintain training records to document  
26 compliance with this paragraph, and shall provide Coastkeeper with a copy of such records  
27 within ten (10) days of receipt of Coastkeeper’s written request.  
28

1           **E.     Exceedance Response Actions**

2           21.     By January 2, 2023, ADC submit to SMARTS a Level Exceedance Response  
3 Action (“ERA”) Technical Report for copper, zinc, and aluminum. Within ten (10) days  
4 of submittal, ADC shall email Coastkeeper with a copy of said report.

5           **F.     Reduction of Pollutants in Discharges**

6           22.     Storm Water Contaminant Reduction. ADC shall develop and implement  
7 BMPs such that contaminants in storm water discharges from the Facility maintain  
8 concentrations that are equal to or less than the values set forth in Table 1 below ( “Table  
9 1 Values”). Failure to achieve Table I Values shall not be deemed a violation of this  
10 Consent Decree so long as ADC continues to make timely and diligent efforts as required  
11 by the Permit and herein to further reduce the level of pollutants in the discharges. During  
12 the Term of this Consent Decree following implementation of the BMPs outlined in  
13 Paragraphs 12 and 13, ADC shall be required to comply with the Action Plan requirements  
14 set forth in Paragraph 23 below only if there are two exceedances of the same pollutant  
15 (e.g. two exceedances of Total Recoverable Copper are two exceedances that trigger an  
16 Action Plan, but one Total Recoverable Copper exceedance and one Dissolved Copper  
17 exceedance does not constitute two exceedances and an Action Plan is not triggered) of  
18 any of the numeric values for storm water discharges set forth in Table 1 below in the  
19 same reporting year. There are no other requirements in this Consent Decree that require  
20 ADC to comply with the Action Plan requirements set forth in Paragraph 23 below.

**Table 1. Numeric Values for Storm Water Discharges**

Parameter	Limit	Source of Limit
pH	6.5 – 8.5 S.U.	Basin Plan
Total Suspended Solids	100 mg/L	Permit NAL
Oil and Grease	15 mg/L	Permit NAL
Total Recoverable Zinc	0.158 mg/L	Permit NEL
Total Recoverable Copper	0.027 mg/L	Permit NEL
Total Recoverable Aluminum	0.75 mg/L	Permit NAL
Dissolved Copper	0.013 mg/L	California Toxics Rule (“CTR”) <sup>2</sup>
Dissolved Zinc	0.12 mg/L	CTR

23. Action Plan. In the event the requirement to prepare an Action Plan is triggered at the Facility pursuant to Paragraph 22 above, ADC shall prepare and submit to Coastkeeper a plan for reducing and/or eliminating the discharge of the contaminant in question (an “Action Plan”). In any reporting year that an Action Plan is required, such Action Plan shall be submitted to Coastkeeper within ninety (90) days of the triggering event as defined in Paragraph 22 above.

23.1. Requirements. Each Action Plan submitted shall include: (1) the identification of each contaminant discharged in excess of the limits set forth in Table 1 in Paragraph 22; (2) an assessment of the source of each contaminant discharged in excess of the limits set forth in Table 1 in Paragraph 22; (3) the identification of additional BMPs, including further storm water treatment or other appropriate measures, that ADC shall implement in an attempt to achieve compliance with the limits set forth in Table 1 in Paragraph 22; and, (4) proposed time estimates for ADC to implement any proposed BMPs. The time schedule(s) for implementation shall ensure all BMPs are implemented as soon as possible, but in no event later than ninety (90) days following the

<sup>2</sup> 40 C.F.R. 131.38

1 submission of the Action Plan, unless a later implementation date is  
2 mutually agreed upon by the Settling Parties.

3 23.2. Action Plan Review. Coastkeeper shall have thirty (30) days upon  
4 receipt of ADC's Action Plan to provide ADC with comments. Within  
5 thirty (30) days of receiving Coastkeeper's comments on the Action  
6 Plan, ADC shall either: accept and incorporate Coastkeeper's  
7 comments into the Action Plan or justify in writing to Coastkeeper why  
8 any comment by Coastkeeper will not be incorporated into the Action  
9 Plan. Any disputes regarding the adequacy of a particular BMP shall  
10 not impact the schedule for implementing any other BMP set forth in  
11 the Action Plan. Any disputes as to the adequacy of the Action Plan  
12 and/or relating to Coastkeeper's comments shall be resolved pursuant  
13 to the dispute resolution provisions of this Consent Decree, set forth in  
14 Section III below.

15 24. When an Action Plan is completed, ADC shall revise the Facility SWPPP  
16 within thirty (30) days of completion of the Action Plan to reflect the changes required by  
17 the Action Plan. ADC shall notify Coastkeeper in writing when the Action Plan has been  
18 implemented and shall submit the revised SWPPP to Coastkeeper for review and comment  
19 as set out in Paragraphs 27 and 28 below.

20 25. Action Plan Payments. If ADC is required to submit an Action Plan to  
21 Coastkeeper in accordance with Paragraph 23 above, ADC shall make a payment of Five  
22 Thousand Dollars (\$5,000.00) to Coastkeeper per Action Plan concurrently with each  
23 Action Plan submittal. Such payment shall be delivered via certified mail or overnight  
24 delivery to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110, Costa Mesa,  
25 CA 92626, unless made via wire transfer.

26 **G. Storm Water Pollution Prevention Plan**

27 26. SWPPP. Within thirty (30) days of the Effective Date, ADC shall amend the  
28 Facility's SWPPP to incorporate the requirements of the Permit and this Consent Decree,



including but not limited to the following:

- 26.1. Include an Annual Evaluation pursuant to Section X.A.9 of the Permit;
- 26.2. Update the Facility map to show the new storm water discharge locations, the rooftop drainages from the Casting Room, the vehicle maintenance area and the locations of nearby municipal storm drain inlets that receive the Facility's storm water discharges;
- 26.3. Include the following in the pollutant source assessment:
  - 26.3.1. Rooftop vents from die casting equipment on the Die Cast building;
  - 26.3.2. Rooftop vents from the Casting Room building; and
  - 26.3.3. Processes and equipment causing spattering on the wall and ceiling in Dock Area #4, as all as oily residue accumulation;
- 26.4. Identify the following non-storm water discharges:
  - 26.4.1. Air compressor condensate;
  - 26.4.2. Steam vents from indoor processes and cooling tower by the Die Cast Building;
  - 26.4.3. Air conditioning condensate;
  - 26.4.4. Hose bib next to the dust collector on the north side of the Main Building; and
  - 26.4.5. Cooling tower overspray;
- 26.5. Update the SWPPP to include the required TMDL NEL exceedance information pursuant to Section VII.C.3 of the Permit; and,
- 26.6. Update Facility BMPs as set forth in this Consent Decree.

27. Revising the SWPPP. ADC shall revise the Facility SWPPP if there are any changes in the Facility's operations, including but not limited to changes to storm water discharge point(s) or changes or additions to the BMPs at the Facility, whether made pursuant to an Action Plan or not, within thirty (30) days of the occurrence of any of the

1 above-listed events.

2 28. Commenting on Revised SWPPPs. ADC shall submit each revised SWPPP  
3 to Coastkeeper for review and comment within thirty (30) days of its completion.  
4 Coastkeeper shall provide comments, if any, to ADC within thirty (30) days of receipt of  
5 the revised SWPPP. Within thirty (30) days of receiving Coastkeeper's comments on the  
6 revised SWPPP, ADC shall either: incorporate Coastkeeper's comments into the revised  
7 SWPPP or send Coastkeeper a letter explaining why ADC did not incorporate  
8 Coastkeeper's comments into the revised SWPPP. Any disputes as to the adequacy of a  
9 revised SWPPP shall be resolved pursuant to the dispute resolution provisions of this  
10 Consent Decree, set out in Section III below.

#### 11 **H. Compliance Monitoring and Reporting**

12 29. Site Inspections. Coastkeeper and its representatives may conduct one (1)  
13 wet weather site inspection and one (1) dry weather site inspections per year at the Facility  
14 during the Term of this Consent Decree. In the event of a dispute between the Settling  
15 Parties regarding Defendant's compliance with this Consent Decree, and provided a site  
16 inspection would be relevant to resolving such dispute, the Settling Parties agree to meet  
17 and confer regarding additional site inspections, which inspections shall not be  
18 unreasonably denied.

19 29.1. The site inspections shall occur during normal business hours.  
20 Coastkeeper shall provide ADC with forty-eight (48) hours' notice  
21 prior to any wet weather site inspection and seventy-two (72) hours'  
22 notice prior to any dry weather site inspection. Notice will be provided  
23 via electronic mail to the notice recipient(s) designated in Paragraph  
24 48 below. For any site inspection requested to occur in wet weather,  
25 Coastkeeper shall be entitled to adjust timing during normal business  
26 hours or reschedule the inspection for an alternative date during  
27 normal business hours in the event that the forecast changes and  
28 anticipated precipitation appears unlikely, and thus frustrates the

1 purpose of visiting the Facility in wet weather. As used throughout  
2 this Paragraph 29.1, “normal business hours” shall mean and refer to  
3 the Facility operating hours as identified in the Facility SWPPP.

4 29.2. During the site inspections, Coastkeeper and its representatives shall  
5 be allowed reasonable access to the Facility’s SWPPP, visual  
6 observation records, employee training records, and other monitoring  
7 records, reports, photographs, and sampling data for the Facility  
8 related to ADC’s compliance with the Permit and the Consent Decree.  
9 Coastkeeper shall not have access to ADC’s records, reports,  
10 photographs, and data that do not relate to ADC’s compliance with the  
11 Permit and the Consent Decree. Coastkeeper shall not have access to  
12 ADC’s confidential employee records.

13 29.3. During the site inspections, Coastkeeper and/or its representatives may  
14 inspect and collect samples of discharges from the Facility and take  
15 photos and/or videos related to Permit and/or Consent Decree  
16 compliance. A certified California laboratory shall analyze samples  
17 collected by Coastkeeper and copies of the lab reports shall be  
18 provided to ADC within five (5) business days of Coastkeeper’s  
19 receipt. All photographs and videos taken during a site inspection shall  
20 be treated as confidential consistent with ADC’s corporate policy  
21 generally prohibiting the taking of pictures and videos at the Facility.  
22 Within ten (10) days after a site inspection, Coastkeeper shall provide  
23 ADC with a duplicate set of any photographs and videos that were  
24 taken.

25 30. Compliance Monitoring and Oversight. ADC agrees to partially defray costs  
26 associated with Coastkeeper’s monitoring of ADC’s compliance with this Consent Decree  
27 in the total amount of thirty-five thousand dollars and zero cents (\$35,000.00). Such  
28 payment shall be made within forty-five (45) days of the Effective Date. Payment shall

1 be delivered via certified mail or overnight delivery to: Orange County Coastkeeper, 3151  
2 Airway Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

3 31. Reporting and Document Provision. During the Term of this Consent  
4 Decree, ADC shall provide Coastkeeper with a copy of all non-privileged and non-  
5 confidential documents, monitoring and/or sampling data, written communications,  
6 and/or correspondence related to water quality at the Facility that are submitted to the  
7 Regional Water Board, State Water Board, and/or any Federal, State, or local agency,  
8 county, or municipality. Such reports and documents shall be provided to Coastkeeper  
9 concurrently as they are sent to the agencies, counties, and/or municipalities. Any non-  
10 privileged and non-confidential documents, written communications, and/or  
11 correspondence related to Defendant's compliance with the Permit and/or to storm water  
12 quality received by Defendant from any Federal, State, or local agency, county or  
13 municipality shall be provided to Coastkeeper within ten (10) business days of receipt by  
14 ADC.

15 **I. Environmental Mitigation Project, Litigation Fees and Costs,**  
16 **Stipulated Penalties and Interest**

17 32. Environmental Mitigation Project. To remediate the environmental harms  
18 alleged to have resulted from the allegations in the Complaint, ADC agrees to make a  
19 payment in the total amount of thirty thousand dollars and zero cents (\$30,000.00) to the  
20 Pacific Marine Mammal Center to fund environmental project activities that will benefit  
21 Southern California waters, including restoration and/or preservation of the San Gabriel  
22 River watershed. The payment shall be made by check, payable to Pacific Marine  
23 Mammal Center, and sent by overnight mail to: Glenn Gray, Pacific Marine Mammal  
24 Center, 20612 Laguna Canyon Rd, Laguna Beach, CA 92651. The payments shall be made  
25 within forty-five (45) days of the Effective Date. ADC shall provide Coastkeeper with a  
26 copy of such payment and copy Coastkeeper and its attorneys on any related  
27 correspondence.

28 33. Coastkeeper's Fees and Costs. To partially reimburse Coastkeeper for its

1 investigation fees and costs, expert/consultant fees and costs, reasonable attorneys' fees,  
 2 and other costs incurred as a result of investigating and filing the lawsuit and negotiating  
 3 resolution of this matter, ADC shall pay a total amount of one hundred thousand dollars  
 4 and zero cents (\$100,000.00) within forty-five (45) days of the Effective Date delivered  
 5 via certified mail or overnight delivery to: Orange County Coastkeeper, 3151 Airway  
 6 Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

7 34. Stipulated Payment. ADC shall make a stipulated remediation payment of  
 8 \$1,000 (one thousand Dollars) for any and each missed deadline specified in this Consent  
 9 Decree not previously extended in writing by the Settling Parties. Payments for a missed  
 10 deadline shall be made for the restoration and/or improvement of the watershed in the area  
 11 affected by Defendant's discharges and shall be made to the Friends of Harbors, Beaches,  
 12 and Parks, Inc. identified above and delivered via check or wire transfer. ADC agrees to  
 13 make the stipulated payment within forty-five (45) days of the missed deadline. ADC shall  
 14 provide Coastkeeper with a copy of each such payment at the time it is made.

15 35. Interest on Late Payments. ADC shall pay interest on any payments, fees, or  
 16 costs owed to Coastkeeper under this Consent Decree that Coastkeeper does not receive  
 17 by the due date. The interest shall accrue starting the first day after the payment was due  
 18 and shall be computed at a rate of 1.5% per month (18% per year). Interest on late  
 19 payments shall be made payable to Coastkeeper and delivered via certified mail or  
 20 overnight delivery to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110,  
 21 Costa Mesa, CA 92626, unless made via wire transfer.

### 22 **III. DISPUTE RESOLUTION**

23 36. Court Enforcement Authority. This Court shall retain jurisdiction over this  
 24 matter for the Term of this Consent Decree for the purposes of enforcing the terms and  
 25 conditions, and adjudicating all disputes among the Settling Parties that may arise under  
 26 the provisions of this Consent Decree. The Court shall have the power to enforce this  
 27 Consent Decree with all available legal and equitable remedies, including contempt.

28 37. Meet and Confer. A Settling Party shall invoke the dispute resolution

procedures of this Section III by notifying all other Settling Parties in writing of the matter(s) in dispute and the disputing party's proposal for resolution. The Settling Parties shall then meet and confer in good faith (either telephonically or in person) within ten (10) days from the date of the notice in an attempt to fully resolve the dispute within thirty (30) days. The Settling Parties may elect to extend this time in an effort to resolve the dispute without court intervention.

38. Formal Resolution. If the Settling Parties cannot resolve a dispute through the meet and confer process discussed above, the party initiating the dispute resolution provision may invoke formal dispute resolution by filing a motion before the United States District Court for the Central District of California. The Settling Parties agree to request an expedited hearing schedule on the motion.

39. Fees and Costs. If intervention by the District Court is required, civil penalties and litigation costs and fees incurred in conducting the meet and confer or otherwise addressing and/or resolving any dispute, including an alleged breach of this Consent Decree, shall be awarded to the prevailing or substantially prevailing party in accordance with the standard established by Section 505 of the Clean Water Act, 33 U.S.C. §§ 1365(d) and 1319(d).

#### **IV. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

40. Coastkeeper's Release. Upon the Effective Date of this Consent Decree, Coastkeeper, on its own behalf and on behalf of its current and former officers, directors, employees, and its successors and assigns, and its agents, attorneys, and other representatives, hereby releases Defendant (and each of their current and former officers, directors, members, employees, shareholders, parents, subsidiaries, divisions, affiliates, and each of their predecessors, successors and assigns, and each of their agents, attorneys, consultants, and other representatives) of and from, and waives all Clean Water Act claims which were or could have been asserted in the Notice Letter, Complaint, and Action up to and including the Termination Date of this Consent Decree.

41. Defendant's Release. Upon the Effective Date of this Consent Decree,



Defendant, on its own behalf and on behalf of its current and former officers, directors, employees, members, and each of its successors and assigns, and its agents, attorneys, and other representatives, hereby releases Coastkeeper (and its current and former officers, directors, employees, members, parents, subsidiaries, and affiliates, and each of their successors and assigns, and their agents, attorneys, and other representatives) of and from, and waives all claims which arise from or pertain to this action, including all claims for fees (including fees of attorneys, experts, and others), costs, expenses or any other sum incurred or claimed for matters related to, or which could have been asserted in response to, Coastkeeper's Complaint up to and including the Termination Date of this Consent Decree.

42. No Limitation of Advocacy Rights. Other than with regards to matters waived pursuant to Paragraphs 40 and 41, nothing in this Consent Decree limits or otherwise affects Coastkeeper's rights, including during the term of this Consent Decree, to address or take any position it deems necessary or appropriate in formal or informal proceedings before the State Water Board, Regional Water Board, any other regulatory agency, or any other judicial or administrative body on any other matter relating to ADC's compliance with the Permit or the Clean Water Act occurring or arising after the Effective Date of the Consent Decree.

## V. MISCELLANEOUS PROVISIONS

43. No Admission of Liability. Neither this Consent Decree, the implementation of additional BMPs, nor any payment made pursuant to this Consent Decree shall constitute or be construed as a finding, adjudication, admission or acknowledgment of any fact, law, or liability, nor as an admission of violation of any law, rule, or regulation by ADC.

44. Force Majeure. No Settling Party shall be considered to be in default in the performance of any of its respective obligations under this Consent Decree when performance becomes impossible due to an event of Force Majeure. Force Majeure includes any act of God, war, fire, earthquake, windstorm, flood or natural catastrophe;



1 civil disturbance, vandalism, pandemic, sabotage or terrorism; restraint by court order or  
2 public authority or agency; or action or non-action by, or inability to obtain the necessary  
3 authorizations or approvals from any governmental agency. A Force Majeure shall not  
4 include normal inclement weather, economic hardship, inability to pay, or employee  
5 negligence. Any party seeking to rely upon this paragraph to excuse or postpone  
6 performance shall have the burden of establishing that it could not reasonably have been  
7 expected to avoid the Force Majeure event and which by exercise of due diligence has  
8 been unable to overcome the failure of performance. The Settling Parties shall exercise  
9 due diligence to resolve and remove any Force Majeure event. Delay in compliance with  
10 a specific obligation under this Consent Decree due to Force Majeure as defined in this  
11 paragraph shall not excuse or delay compliance with any or all other obligations required  
12 under this Consent Decree.

13 45. Construction. The language in all parts of this Consent Decree shall be  
14 construed according to its plain and ordinary meaning, except as to those terms defined in  
15 the Permit, the Clean Water Act, or specifically herein. The captions and paragraph  
16 headings used in this Consent Decree are for reference only and shall not affect the  
17 construction of this Consent Decree.

18 46. Choice of Law. The laws of the United States shall govern this Consent  
19 Decree.

20 47. Severability. In the event that any provision, paragraph, section, or sentence  
21 of this Consent Decree is held by a court to be unenforceable, the validity of the  
22 enforceable provisions shall not be adversely affected.

23 48. Correspondence. All documents and/or notices required herein or any other  
24 correspondence pertaining to this Consent Decree shall be sent by electronic mail or, if  
25 electronic mail transmission is not feasible, via certified U.S. Mail with return receipt, or  
26 courier, as follows:  
27  
28

1        If to Plaintiff:

2        Orange County Coastkeeper  
3        Attn: Legal Department  
4        3151 Airway Avenue, Suite F-110  
5        Costa Mesa, California 92626  
6        Email: [Sarah@coastkeeper.org](mailto:Sarah@coastkeeper.org)

7        If to ADC:

8        Maeli Garcia  
9        Alloy Die Casting Co.  
10       6550 Caballero Blvd.  
11       Buena Park, CA 90620

12       [mgarcia@adc-aerospace.com](mailto:mgarcia@adc-aerospace.com)

13       With a copy to:

14       Jad T. Davis  
15       Shook, Hardy & Bacon L.L.P.  
16       Jamboree Center  
17       5 Park Plaza, Suite 1600  
18       Irvine, CA 92614  
19       [jtdavis@shb.com](mailto:jtdavis@shb.com)

20       Any change of address or addresses shall be communicated in the manner described  
21       above for giving notices. Notifications of communications shall be deemed submitted  
22       immediately after receipt via email or the next business day after having been deposited  
23       with an overnight mail/delivery service.

24       49.    Effect of Consent Decree. Nothing in this Consent Decree shall be construed  
25       to affect or limit in any way Defendant's obligation to comply with all Federal, State, and  
26       local laws and regulations governing any activity required by this Consent Decree.  
27       Compliance with this Consent Decree shall not be deemed to constitute compliance with  
28       the Permit, the Clean Water Act, or any other law, rule, or regulation.

50.    ADC Assignment. Subject only to the express conditions contained in this

1 Consent Decree, all of the rights, duties and obligations contained in this Consent Decree  
2 shall inure to the benefit of and be binding upon the Settling Parties, and their successors  
3 and assigns. In the event an ADC transferee or assign (“ADC Assignee”) will continue  
4 industrial operations at the Facility, ADC shall notify Coastkeeper ten (10) business days  
5 in advance of the proposed transfer or assignment (“the Assignment Notice”) and within  
6 ten (10) business days following the Assignment Notice, ADC will provide Coastkeeper  
7 with a written assignment and assumption duly executed by ADC and the ADC Assignee  
8 assigning ADC’s obligations under this Consent Decree to the ADC Assignee.

9 51. Counterparts. This Consent Decree may be executed in any number of  
10 counterparts, all of which together shall constitute one original document. Telecopy, email  
11 of a .pdf signature, and/or facsimile copies of original signature shall be deemed to be  
12 originally executed counterparts of this Consent Decree.

13 52. Modification of the Consent Decree. This Consent Decree, and any  
14 provisions herein, may not be changed, waived, discharged, extended, or terminated  
15 unless by a written instrument, signed by the Settling Parties and approved by the Court.  
16 Unless otherwise specified herein, any request to modify any provision of the Consent  
17 Decree, including, but not limited to, any deadline(s) set forth herein, must be made in  
18 writing at least fourteen (14) days before the existing deadline(s) applicable to the  
19 provision(s) proposed to be modified.

20 53. Full Settlement. This Consent Decree constitutes a full and final settlement  
21 of this matter.

22 54. Negotiated Settlement. The Settling Parties have negotiated this Consent  
23 Decree and agree that it shall not be construed against the party preparing it, but shall be  
24 construed as if the Settling Parties jointly prepared this Consent Decree, and any  
25 uncertainty and/or ambiguity shall not be interpreted against any one party.

26 55. Integration Clause. This is an integrated Consent Decree. This Consent  
27 Decree is intended to be a full and complete statement of the terms of the agreement  
28 between the Settling Parties and expressly supersedes any and all prior oral or written

1 agreements covenants, representations, and warranties (express or implied) concerning the  
2 subject matter of this Consent Decree.

3 56. Authority. The undersigned representatives for Plaintiff and Defendant each  
4 certify s/he is fully authorized by the party whom s/he represents to enter into the terms  
5 and conditions of this Consent Decree. The Settling Parties certify that their undersigned  
6 representatives are fully authorized to enter into this Consent Decree, to execute it on  
7 behalf of the Settling Parties, and to legally bind the Settling Parties to its terms.

8 57. Validity. The Settling Parties agree to be bound by this Consent Decree and  
9 not to contest its validity in any subsequent proceeding to implement or enforce its terms.

10  
11 [Remainder of this page intentionally left blank]  
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1       **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree  
2 as of the date first set forth below.

3 **APPROVED AS TO CONTENT**

4  
5 Dated: November 22, 2022

By: Garry Brown  
Garry Brown  
Orange County Coastkeeper

8  
9 Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Rick Simpson  
Alloy Die Casting Co.

11  
12 **APPROVED AS TO FORM**

13  
14 **ORANGE COUNTY COASTKEEPER**

15  
16 Dated: \_\_\_\_\_, 2022

By: Sarah Spinfuzzi  
Sarah Spinfuzzi  
Attorneys for Plaintiff

18 **SHOOK HARDY & BACON L.L.P.**

19  
20 Dated: November 21, 2022

By: Jad T. Davis  
Jad T. Davis  
Attorney for Defendant

23  
24 **IT IS SO ORDERED.**

25 **UNITED STATES DISTRICT COURT**  
26 **CENTRAL DISTRICT OF CALIFORNIA**

27 Dated: January 18, 2023

28 Fred W. Slaughter  
Honorable Fred W. Slaughter


1       **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree  
2 as of the date first set forth below.

3 **APPROVED AS TO CONTENT**

4  
5 Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Garry Brown  
Orange County Coastkeeper

6  
7  
8 Dated: November 21, 2022

By:  \_\_\_\_\_  
Rick Simpson  
Alloy Die Casting Co.

9  
10  
11  
12 **APPROVED AS TO FORM**

13  
14 **ORANGE COUNTY COASTKEEPER**

15 Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Sarah Spinuzzi  
Attorneys for Plaintiff

18 **SHOOK HARDY & BACON L.L.P.**

19  
20 Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Jad T. Davis  
Attorney for Defendant

21  
22  
23  
24 **IT IS SO ORDERED.**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

25  
26  
27 Dated: January 18, 2023, ~~2022~~

 \_\_\_\_\_  
Honorable Fred W. Slaughter

**Appendix A –****Requirements of Alloy Die Company Pursuant to Consent Decree**

(Included here for convenience only, provisions of Consent Decree above control. Note Appendix A does not include standard Permit requirements that may also be reflected in Consent Decree above.)

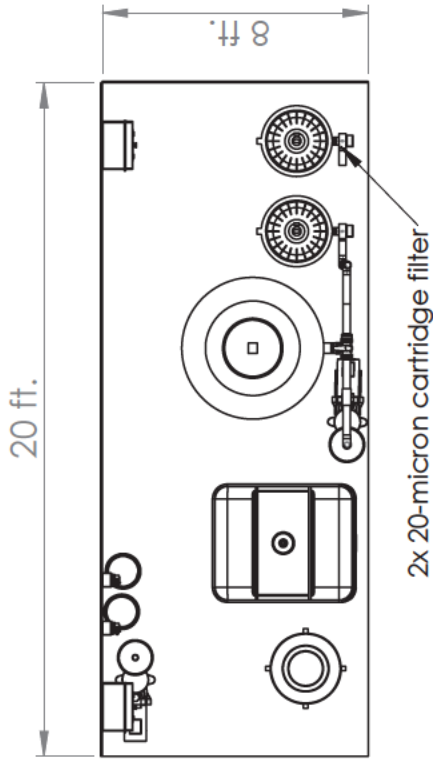
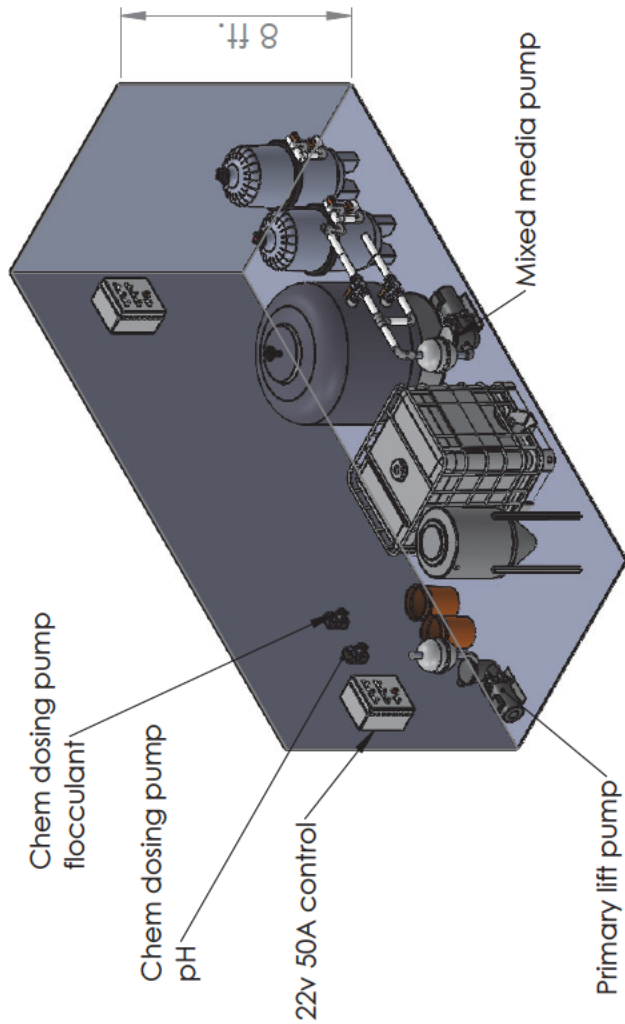
<b>Requirement</b>	<b>Section of CD</b>	<b>Deadline</b>
Submit the documents necessary to obtain all legally required permits, approvals, and authorizations in order to install infrastructure to combine stormwater flows at DP#1/DP#2 and DP#3/DP#4 and implement multi-stage stormwater treatment systems.	II.A.12	Effective Date + 30 days
Notify Coastkeeper of receipt of all legally required permits, approvals and authorizations for installing and implementing the advanced treatment systems.	II.A.12	Within 10 days of receipt
Implement advanced stormwater treatment systems.	II.A.12	Within 90 days after receipt of all required permits, approvals and authorizations
Install a metal angle inside the dock area at Dock Area #4.	II.A.12	Effective Date + 30 days
Fill cracks in pavement area.	II.A.12	Effective Date + 30 days
Confirm completion of implemented BMPs in Paragraph 12.1-12.6.	II.A.12	Within 15 days of completion of each BMP



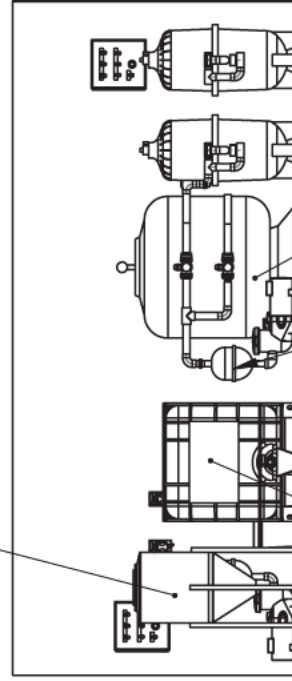
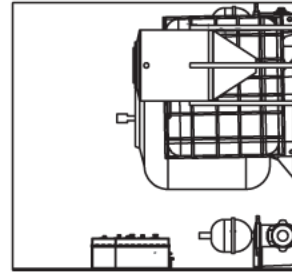
1	If prior to March 1 of reporting year, Facility		
2	has only collected samples from two (2) or		
3	fewer QSEs, collect samples during as many		
4	QSEs as necessary for the remainder of the	II.B.15	March 1, annually
5	reporting year until a minimum of four (4)		
6	storm events have been sampled for the		
7	reporting year. No two (2) samples may be from		
8	the same storm event.		
9	Take photographs of the storm water discharge		
10	and discharge location when samples are	II.B.15	Commensurate with
11	collected.		sample collection
12	Notify Coastkeeper when sample results are		
13	uploaded to SMARTS.	II.B.15	Within 24 hours of upload
14	Develop and implement employee training		
15	program.	II.D.19- 20	Effective Date + 30 days
16	Submit to SMARTS a Level Exceedance		
17	Response Action Technical Report for copper,	II.E.21	January 2, 2023; Within
18	zinc, and aluminum. Email Coastkeeper a copy		10 days of submission
19	of report.		
20	Amend SWPPP.	II.G.26	Effective Date + 30 days
21	Revise SWPPP if there are any changes in the		
22	Facility's operations, including but not limited	II.G.27- 28	Revise SWPPP within 30
23	to changes to storm water discharge point(s) or		days of occurrence of said
24	changes or additions to the BMPs at the		events. Submit to
25	Facility. Submit to Coastkeeper.		Coastkeeper within 30
26	Compliance monitoring payment.	II.H.30	days of revision.
27	Provide Coastkeeper with agency		
28	correspondence and documents	II.H.31	Concurrently or within 10
			days of receipt

1	Mitigation payment.	II.I.32	Effective Date + 45 days
2	Fees and costs payment.	II.I.33	Effective Date + 45 days
3	Stipulated payments.	II.I.34	Within 45 days of missed
4			deadline

# EXHIBIT 1



Back Flush Solids separation



#### Notes:

- pH adjustment to convert metals to hydroxides
- Flocculant added to increase particle size prior to media filtration
- Media is 50/50 blend of zeolites and AOC
- 2x 700SFT 20-micron cartridge filters
- 25 min retention for chemistry
- Solids separation during operation and for backflush
- ~100 gpm flow rate

Water414  
Water414inc@gmail.com  
714-240-1898



## ADC Stormwater Treatment Unit

mixed media & chemical treatment

Chemical Dosing & Media filtration

Date: 8-30-22

# EXHIBIT 2



